



Illinois Department of Transportation

PROCUREMENT OPPORTUNITY

TO: Proposal Manager

FROM: Richard W. Hunter

DATE: November 9, 2005

SUBJECT: Request for Proposal for Land Acquisition Services Related to Highway Construction Projects

The Illinois Department of Transportation is requesting proposals from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome a proposal.

Brief Description: Land Acquisition services are required on various projects in District 2 over the next two fiscal years (FY06 and FY07). This request is for offers to prepare the appraisals and/or appraisal reviews and/or provide relocation services as required on District 2 projects. The work will be assigned by the Department in a series of work orders during the term of this contract, with the total amount of all work orders not to exceed \$250,000.00. The Department may select and award up to one (1) \$250,000.00 contract as a result of this Request for Proposals.

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Proposals." This part, beginning with this page, tells what you need to know and do when preparing and submitting the proposal to us. It also tells how we will evaluate your proposal. The Instructions for Submitting Proposals will provide dates, locations and other information specific to this solicitation. For our purposes, "Proposal" is the term used to mean the response to this Request for Proposal.
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Services" which states the specifications, how the proposal must be priced, contract terms, and other requirements. In addition, you must provide information about your company requested in the "Vendor Pre-qualification" section, including certain financial and conflict of interest disclosures. Your response to this solicitation is voluntary, but without requested information, we will not be able to consider your proposal.

Please read the entire solicitation package and submit your proposal in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your proposal. **Do not submit the instruction pages with your proposal.** You should keep the Instructions and a copy of your proposal (Solicitation Response Forms) for future reference.

For your convenience, we have included a checklist to ensure you have fully completed the Solicitation Response Forms. **Please review the Checklist before submitting your proposal.** More detailed instructions are provided throughout this solicitation.

Vendor Checklist For Requests for Proposal (RFP)

Vendor: Please use this checklist to verify you have provided all required information before submitting your proposal.

Contract For Services

Section I. Contract for Services:

- _____ **For The Vendor** - Did you sign, type or print name, date and title of authorized representative?
_____ **Vendor Name and Address** - Did you complete requested information (name, address, city, state, zip)?

Section IV. Pricing / Compensation:

- _____ **ATTACHMENT B** - Did you complete the Proposed Unit Price information?
_____ **At the end of the Pricing/Compensation** - Did you enter your firm's name?
_____ Did you put all price information in a sealed envelope and attach the appropriate cover sheet?

Section VIII. Vendor Provided Additional Material and Exceptions

- _____ **Additional Material/Exceptions:** This section is for additions or exceptions you may want to make to the contract. *We do not encourage taking exceptions. We have extremely limited ability to grant exceptions, particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions, and depending on the exception, we may have to reject your proposal.*

Vendor Pre-qualification

- _____ **General:** Did you complete all information requested concerning your firm?
_____ **Business and Directory Information:** Did you complete all information requested regarding the business?
_____ **References:** Did you list the preferred references?
_____ **Department of Human Rights (DHR) Public Contract Number:** Did you complete the requested information and, if applicable, provide your company's DHR Public Contract Number or evidence of application?
_____ **Minority, Female, Person with Disability Status and Subcontracting:** Did you complete all information requested for your business regarding "Minority, Female, Person with Disability Status and Subcontracting?"

Disclosures

- _____ **Vendor Information:** Did you complete by providing the requested VENDOR information?
_____ **Disclosure - Section 1, Conflict of Interest:** Did you understand and provide the information requested?
_____ **Disclosure - Section 2, Disclosure of Financial Interest in the Vendor:** Did you understand and complete all information requested for each individual owner having the required beneficial interest? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?
_____ **Disclosure - Section 3, Disclosure of Potential Conflicts of Interest:** Did you understand and complete all information requested for each individual having the level of financial interest identified in Section 2? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?
_____ **Disclosure - Section 4, Current and Pending Contracts and Proposals:** Did you understand and provide the information requested?

Taxpayer Identification Number

- _____ Did you complete all requested TIN information concerning your company?

Plan, Vendor's Obligations to Local Units of Government, Subconsultants, and Prior Experience

- _____ Did you provide the information requested, to include subconsultants' current and pending contract information? (See Instructions For Submitting Proposals, Section 1.50.)

Disadvantaged Business Enterprise (DBE) Participation (if applicable to this CONTRACT)

- _____ Did you complete the requested forms BRW 2025 and 2026?

Note: Failure to submit and/or complete all requested information may result in your proposal being rejected. If you have any questions, contact the "Project Contact" as listed in "Instructions for Submitting Proposals," Section 1.11.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1.00 REQUESTING DEPARTMENT.

The Illinois Department of Transportation (DEPARTMENT) is requesting proposals from responsible VENDORS to fill the DEPARTMENT'S needs as outlined below. **Please read the entire solicitation package and submit your proposal in accordance with all requirements.**

1.01 PROJECT TITLE AND DEPARTMENT REFERENCE.

Project Title: Land Acquisition Services in Various Counties

Department Reference: DOT06-LAC-D2-02

1.02 DESCRIPTION OF SERVICES.

Land Acquisition services are required on various projects in District 2 over the next two fiscal years (FY06 and FY07). This request is for offers to prepare the appraisals and/or appraisal reviews and/or provide relocation services as required on District 2 projects. The Department may select and award up to one (1) \$250,000.00 contract as a result of this Request for Proposals.

In order to assist VENDORS in the preparation of proposals, the DEPARTMENT estimates it will require the following contracted work for the term of this contract. This is an estimate only and is subject to change. VENDORS shall not interpret this estimate as a term of this contract.

<u>FY</u>	<u>Appraisals</u>	<u>Appraisal Reviews</u>	<u>Relocation</u>	<u>Contract Completion</u>
06	65%	5%	30%	25%
07	65%	5%	30%	75%

1.03 SUBMIT PROPOSALS TO.

Note: Proposals will be publicly opened at this address.

Agency: Illinois Department of Transportation
Office: Division of Highways
Attn: Cheryl Cathey
Address: 2300 South Dirksen Parkway, Room 330
Springfield, IL 62764

1.04 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF PROPOSALS.

Date and Time: Tuesday, December 20, 2005 at 1:00 p.m. Local Time

1.05 PROPOSAL CONTAINER.

Submit a signed **original and five copies** of your offer in a sealed container. Pricing/Compensation information must be submitted in a separate sealed container within the offer container. Label the container with the Project Title/Reference # from section 1.01 and with the due date and time from section 1.04. For your convenience, enclosed is a prepared Sealed Bid container cover sheet and a sealed Price Proposal envelope cover sheet.

1.06 PROPOSAL FIRM TIME.

60 Days from Opening

1.07 SMALL BUSINESS SET-ASIDE.

Yes ☐

No ☒

1.08 PREVAILING WAGE

Yes ☐

No ☒

1.09 PERFORMANCE BOND.

Yes ☐

No ☒

1.10 VENDOR CONFERENCE AND SITE INSPECTION.

Vendor Conference: Yes ☒ No ☐

Mandatory: Yes ☒ No ☐

Date and Time: Wednesday, November 30, 2005 at 10:30 a.m. Local Time

Location: Illinois Department of Transportation
Hanley Building Auditorium
2300 South Dirksen Parkway
Springfield, Illinois 62764

Site Inspection: Yes ☐ No ☒

Mandatory: Yes ☐ No ☒

Date and Time: at Local Time

Location:

1.11 PROJECT CONTACT.

Agency: Illinois Department of Transportation
Office: Division of Highways, District 2
Attn: Jim Allen
Address: 819 Depot Avenue
Dixon, Illinois 61021-3500

Telephone: (815) 284-5372
Fax: (815) 284-5300
E-mail: allenjm@dot.il.gov

1.12 PROTEST REVIEW OFFICE.

Illinois Department of Transportation
Division of Highways, Assistant Chief Engineer, Room 215
Attn. Eric Harm
2300 South Dirksen Parkway
Springfield, IL 62764

Telephone: 217/785-0888
Fax: 217/524-2972
TDD: 217524-4875

1.13 DEFINITIONS. The terms "we," "our," "us," "agency," and "department" refer to the State. "You," "your," "vendor," "bidder" and "proposor" refer to the person submitting the proposal. "Proposal" is the term used to mean the response to a Request for Proposal is sometimes called a "bid."

1.14 STATUTORY CITATIONS. This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at www.legis.state.il.us/ilcs/chapterlist.html. Illinois law applicable to this procurement may be viewed as follows: The Illinois Procurement Code (**30 ILCS 500**) may be viewed

by registered users at <http://www.purchase.state.il.us> (click on Reference Library); 44 ILL. ADM. Code 660 may be viewed at <http://www.dot.state.il.us> (click on Doing Business, then 660 Contract Procurement).

- 1.15 ILLINOIS TRANSPORTATION BULLETIN.** We publish in the electronic Illinois Transportation Bulletin various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. Vendors may view and download this information. You may subscribe to this service (currently free) through the internet at <http://www.dot.state.il.us> (click on Doing Business with IDOT and select Transportation Bulletins, then Transportation Bulletin-Weekly Procurement). You are responsible for monitoring the bulletin and we cannot be held responsible if you fail to receive the notices.
- 1.16 SUBMISSION OF PROPOSAL.** SEE SECTIONS 1.03 and 1.04 FOR DATE, TIME AND ADDRESS FOR SUBMITTING PROPOSALS. You may mail or hand deliver proposals, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized in Section 1.05. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings before delivery and at the delivery site.
- 1.17 FORM AND CONTENT OF PROPOSALS.** The "Solicitation Response Forms," completed, signed and returned by you, along with your narrative proposal, will constitute your proposal. An original and the designated number of copies of each proposal are required (see Section 1.05). Failure to submit the required number of copies may prevent your proposal from being evaluated within the allotted time. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The DEPARTMENT may require that proposals be submitted in electronic form. Your proposal must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your proposal.
- 1.18 MODIFICATION/WITHDRAW OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the DEPARTMENT before the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal.
- 1.19 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the DEPARTMENT PROJECT CONTACT as noted in Section 1.11. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the DEPARTMENT. We will provide written answers to questions of a general nature, or those that would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Transportation Bulletin. Only written answers to questions shall be binding on the State.
- 1.20 VENDOR CONFERENCE/SITE VISIT.** SEE SECTION 1.10 FOR TIME AND LOCATION OF CONFERENCE. If so designated in Section 1.10, mandatory attendance is a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the DEPARTMENT'S needs, inspect the site and ask questions. During any site visit, you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract. **Late arrival at a "mandatory" conference/site visit may be considered non-attendance and result in rejection of proposal.**

- 1.21 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.22 OPENING.** SEE SECTIONS 1.03 AND 1.04 FOR LOCATION, DATE AND TIME OF OPENING. We will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the State and will not be returned except in the case of a late submission.
- 1.23 LATE DELIVERY.** We will not consider proposals received at the opening location after the stated due date and time.
- 1.24 PROPOSAL FIRM TIME.** SEE SECTION 1.06 FOR FIRM TIME. Proposals shall remain firm and unaltered after opening for the number of days shown. We may accept your proposal, subject to successful contract negotiations, at any time during the proposal firm time.
- 1.25 SECURITY.** SEE SECTION 1.09 FOR REQUIREMENTS. You must provide any proposal security within 10 days of our accepting your proposal unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.26 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the proposal upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 BEST AND FINAL.** We may request best and final proposals if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best proposal based on the terms and condition set forth in this solicitation.
- 1.28 EVALUATION AND AWARD.** We evaluate proposals using criteria shown in this solicitation. If we select your proposal for award, we will send you written notice and will post the notice to the Illinois Transportation Bulletin. Such notice will extend the Proposal Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the STATE. Protested awards are subject to resolution of the protest.
- 1.29 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your proposal, or believe the selected proposal is not in the STATE'S best interests, you may submit a written protest. We must actually receive the protest within seven (7) calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Transportation Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within seven (7) calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE (see Section 1.12.) We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.30 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your proposal as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your proposal or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized STATE official(s). The PROJECT CONTACT may not be so authorized.

- 1.31 COMMENCEMENT OF WORK.** If you begin any billable work prior to the DEPARTMENT'S final approval and execution of the contract, you do so at your risk.
- 1.32 RESERVATIONS.** We reserve the right to reject all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the proposal from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on you no right to an award or to a subsequent contract. This process is for the STATE'S benefit only and is to provide the DEPARTMENT with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the STATE.
- 1.33 VENDOR CONTACT.** We will consider the person who signed your proposal to be your contact person for all matters pertaining to the proposal unless you designate some other person in writing.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your proposal.
- 1.35 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code (**30 ILCS 500**) and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the proposal must do so in a separate section of the proposal labeled "Confidential Information." This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning vendor and price as well as sufficient information from that proposal will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name) after award of the losing proposals. Final results of the DEPARTMENT'S evaluation shall be public.
- 1.36 PUBLIC CONTRACTS NUMBER.** Vendors with fifteen (15) or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.37 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from www.cyberdriveillinois.com/departments/business_services/bca.html.
- 1.38 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.39 CONTRACTOR SUSPENSION.** Any contractor may be suspended for violation of this Code or for failure to conform to specifications or terms of delivery. Suspension shall be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Contractors may be debarred in accordance with rules promulgated by the chief procurement officer or as otherwise provided by law. (**30 ILCS 500/50-65**)

1.40 COMPLETION OF SOLICITATION RESPONSE FORMS. The Solicitation Response forms consist of the "Contract for Supplies and/or Services" and "Vendor Pre-qualification" information. **You must complete, respond to and submit all sections including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see Section 1.03). The electronic version may include additional instructions.

- a. Contract For Services. This is the part of the solicitation that shows what we require in terms of specifications, contract terms and requirements. The Contract for Supplies and/or Services is arranged as follows:

Section I. Contract Format and Signatures
Section II. Term of Contract
Section III. Description of Supplies and/or Services
Section IV. Pricing/Compensation
Section V. Standard Terms, Conditions and Certifications
Section VI. Department Supplemental Terms and Conditions
Section VII. Department Attachments
Section VIII. Vendor Provided Additional Material and Exceptions

(1) The Contract Format and Signatures page identifies the parties and the other elements of what will be the CONTRACT. By signing on the line provided you are making a proposal to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the DEPARTMENT'S forms with the proposal) as modified by any exceptions properly noted. The DEPARTMENT may accept your proposal as submitted by signing the Contract Format and Signatures page or may propose a counter-proposal. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you. By signing on the Contract Format and Signatures page, you are making the certifications included in the contract.

(2) Insert price information bid amounts only in the Pricing/Compensation Section of the Contract document. All price information should be included in a separate sealed envelope labeled with the appropriate cover sheet.

(3) Any Supplemental Terms and Conditions required by the DEPARTMENT are included as Section VI of the Contract document and will supercede anything to the contrary in the Standard Terms and Conditions.

(4) The Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose. This is the area where you will submit your narrative proposal. **This is included as Section VIII of the CONTRACT document and must be completed by the VENDOR.**

- b. Vendor Pre-qualification. You must sign the "Vendor Pre-qualification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your proposal. The "Vendor Pre-qualification" section is arranged as follows:

General Pre-qualification
Business and Directory information
References

Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Conflict of Interest Disclosures
Taxpayer Identification Number

1.41 CRITERIA FOR EVALUATION AND AWARD. We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All proposals must meet the following administrative and responsibility criteria.

- a. Administrative Compliance. We will determine whether the proposal complied with the Instructions for Submitting Proposals. **We must reject your proposal if you submit it late.** Failure to meet other requirements could result in rejection.
- b. Vendor Responsibility. We will determine whether the VENDOR submitting the proposal is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial, personnel and material resources sufficient, in the opinion of the DEPARTMENT, to ensure performance of the contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c. Responsiveness. We will determine how well proposals meet our requirements in terms of "responsiveness" to the specifications. We will rank proposals, without consideration of price, from best to least-qualified using a point system (unless otherwise specified), as an aid to evaluation. We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the proposal. VENDORS who do not rank sufficiently high need not be considered for price evaluation and award. The "responsible" proposer whose proposal meets "administrative" requirements and whose proposal is most advantageous shall be eligible for award.
 - (1) The total number of points for "responsiveness" is 100. Specific weighting of the elements of responsiveness will be announced at the opening if not shown in this subsection.

Elements	Weight
Management Capability and Experience	25
Technical Ability and Methodology	50
Resources	25

- (2) Award. The most qualified responsible VENDOR determined by identifying the proposal that has the highest total of responsiveness points shall be eligible for award. However, if we do not consider the price to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked VENDOR. We will determine whether the price is fair and reasonable by considering the proposal, the VENDOR's qualifications, the VENDOR's reputation, all prices submitted, other known prices, the project budget and other relevant factors. When determining the most qualified responsible VENDOR, the DEPARTMENT reserves the right to consider recent and contemporary land acquisition contract awards.

- d. Price. We will open and consider all prices submitted by responsive VENDORS, but will discuss price with only the most qualified VENDOR.

1.50 SPECIAL INSTRUCTIONS. The DEPARTMENT requests that the VENDOR include the following information in the proposal submitted, in addition to other requirements noted elsewhere in this document. **Failure to provide this information could result in rejection.**

- a. Plan. The VENDOR shall describe in narrative form the technical approach for accomplishing the work and shall depict a staffing plan that includes the following:
- (1) A project organization chart identifying the Project Manager and technical and administrative staff members.
 - (2) Resumes for the Project Manager and key technical personnel and/or subcontractors showing education and experience relevant to this project along with other substantial documentation.
 - (3) The role of each staff member, the number of executive and professional personnel that will be employed, and their skills and qualifications relevant to the project.
 - (4) As applicable to this contract, the proposed distribution of appraisal work to each staff and subcontracted appraiser (as a percentage of the contract's total appraisal work) and/or the proposed distribution of negotiation work to each staff and subcontracted negotiator (as a percentage of the contract's total negotiation work).

The VENDOR shall describe in narrative form its approach for accomplishing the work given VENDOR'S contractual obligations as disclosed in the Vendor Pre-Qualification form on P-10, VENDOR'S contractual obligations to local units of government as provided below, and subconsultants' contractual obligations as provided below.

- b. Vendor's Obligations to Local Units of Government. The VENDOR shall provide the following information with the understanding that the DEPARTMENT will use and rely upon the information in the evaluation of VENDOR'S proposal. VENDOR shall identify each land acquisition services contract (those contracts that include appraisals and/or negotiations) it has with local governmental units within the State of Illinois by showing governmental unit name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.
- c. Subconsultants. The VENDOR shall address the desirability and necessity of subcontractor services on the project. Where subcontractor services are proposed, the information specified in the Plan shall also be furnished for the Subcontractor firm(s).

The VENDOR shall provide the following information for each subcontractor with the understanding that the DEPARTMENT will use and rely upon the information in the evaluation of VENDOR'S proposal to the Department.

- (1) VENDOR shall identify land acquisition services contracts (those contracts that include appraisals and/or negotiations) that each of its subcontractors has with the Illinois Department of Transportation, and each contract proposal it has pending with the Illinois Department of Transportation, by showing descriptive information, to include: purchase order or contract reference number, total contract price, estimated

contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

- (2) VENDOR shall identify land acquisition services contracts (those contracts that include appraisals and/or negotiations) that each of its subcontractors has with other units of State of Illinois government and with local governmental units within the State of Illinois by showing governmental unit name and other descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

When the contract is executed, all approved subcontractors will be listed in Attachment C.

- d. Prior Experience. Experience in right of way technical service, title work, appraisal, relocation services, and acquisition; as are applicable to this CONTRACT, is absolutely necessary to satisfy the requirements of this contract. Examples and/or descriptions of similar experiences or projects, which have been successfully completed, must be included. In so doing, the VENDOR grants the DEPARTMENT the right to verify previous experience and projects. Documentation of previous work must include:

- (1) Date of project;
- (2) Name and address of client organization;
- (3) Name and telephone number of individual in the client organization who is familiar with the project;
- (4) Short description of project.

- e. DBE Participation. The percentage set as the DBE participation goal for this CONTRACT: 0 %.

END OF INSTRUCTIONS



Illinois Department of Transportation

CONTRACT FOR SUPPLIES AND/OR SERVICES

I. CONTRACT FORMAT AND SIGNATURES

A. **FORMAT.** The CONTRACT includes the following sections.

- I. **CONTRACT FORMAT AND SIGNATURES.** Section I defines the CONTRACT format and contains the required CONTRACT execution signatures.
- II. **TERM OF CONTRACT.** The term of this CONTRACT and provisions for renewal and termination are as specified in Section II.
- III. **DESCRIPTION OF SUPPLIES AND/OR SERVICES.** VENDOR shall provide the supplies and/or services specified in Section III of this CONTRACT.
- IV. **PRICING/COMPENSATION.** DEPARTMENT shall compensate VENDOR for the supplies and/or services provided at rates or prices established in Section IV of this CONTRACT.
- V. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS.** Standard terms, conditions and certifications applicable to this CONTRACT are specified in Section V.
- VI. **DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS.** Supplemental Terms and Conditions required by the DEPARTMENT are specified in Section VI.
- VII. **DEPARTMENT ATTACHMENTS.** If applicable, Section VII contains additional attachments such as drawings, plans, wage rates, etc. provided by the DEPARTMENT and thereby incorporated.
- VIII. **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS.** Where the VENDOR desires to provide additional material or information to this CONTRACT, or takes exception to any part of this CONTRACT, VENDOR must indicate such and/or provide material in Section VIII.

B. **SIGNATURES.** The Undersigned State of Illinois, Department of Transportation (DEPARTMENT) and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT, including those attached or incorporated by reference. In Witness whereof, DEPARTMENT and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

FOR THE VENDOR:

_____ Signature of Authorized Representative	_____ Type or Print Name of Authorized Representative	_____ Date
_____ Title of Authorized Representative		
Company Name		
Legal Address		
City, State, Zip		

FOR THE DEPARTMENT:

_____ Gregory L. Mounts, Deputy Director of Highways, Region 2 Engineer	_____ Ellen Schanzle-Haskins, Chief Counsel (Approved as to form)
_____ , Director of Highways, Chief Engineer	_____ , Director, Finance and Administration

_____ Timothy W. Martin, Secretary of Transportation	_____ Date
To be completed by DEPARTMENT upon contract award. Source Selection: RFP <u> X </u>	
Services Awarded: <u>Land Acquisition Services for Highway Construction Projects in District 2</u>	

II. TERM OF CONTRACT

- A. Term of Contract.** The term of this contract shall commence on **execution** and terminate on **June 30, 2007**. All services contracted for before the termination date must be completed and invoiced to the Department within 90 calendar days of the termination date.
- B. Early Termination.** The DEPARTMENT reserves the right to terminate this CONTRACT without cause and without penalty or further payment being required upon thirty (30) calendar days prior written notice. Upon exercise of this right, DEPARTMENT shall pay VENDOR for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- C. Renewal.** This contract may be renewed for a period not to exceed **one year** upon written agreement of both parties. Such renewal must be executed prior to the expiration of the current contract term.
- D. Escalation.** Should this contract be renewed, the price(s) is subject to the following changes:

An increase based on the change in the Consumer Price Index for all urban wage earners (CPI-W) for the most recent 12-month period, as of the date of execution of the renewal.

III. DESCRIPTION OF SERVICES

- A. Need for Services.** A VENDOR is needed to supplement the district staff for Land Acquisition services for various projects.
- B. Department's Goal.** To complete the acquisition of property as new highway right-of-way for highway improvements in order to allow construction to proceed on schedule.
- C. Services Required.** The services required by this CONTRACT are specified below. VENDOR must provide the specified services and adhere to all stated performance requirements and schedules. Failure by the VENDOR to comply can result in cancellation of the CONTRACT.

See **Attachment A – Scope of Services** for more details.

It is the intent of this contract that the VENDOR perform all necessary services to prepare appraisals and/or review appraisals of properties and/or provide relocation services required for completion of the duties assigned in the individual work orders. All services shall be performed in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (hereafter referred to as the "Manual"), and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended (hereafter referred to as the "Uniform Act"), which are incorporated herein by reference.

Copies of the Manual may be obtained by contacting Lisa Kidd in Manual Sales at (217) 782-3464. The Manual is available online at the Department's website located at <http://www.dot.il.gov/landacq/lappm.html>. The Department also maintains a free subscription service to notify users of updates or changes to the Manual and its exhibits. This service is located at <http://www.dot.il.gov/LandAcqu/menu.asp>. Copies of the Uniform Act are sold by the Superintendent of Documents, U.S. Government Printing Office, telephone (202) 512-1800 or Internet: bookstore.gpo.gov.

The VENDOR agrees to perform the services as set forth herein as well as furnish and deliver to the Department final reports accompanied by necessary documents needed for recordation or necessary for eminent domain proceedings covering said properties.

D. Milestones and Deliverables.

See **Attachment A – Scope of Services**.

- E. New Products/Substitutions.** All supplies and materials furnished shall be new, unused, of most recent manufacture and not discontinued unless otherwise authorized below. If an item becomes discontinued or otherwise not available during the term, the VENDOR may propose to substitute an equivalent or better product at no additional cost, subject to approval of the DEPARTMENT. If the

CONTRACT is for performance of services and a named provider is no longer available through no fault of the VENDOR, the VENDOR may propose a substitute with equivalent or better qualifications at no additional cost, subject to approval of the DEPARTMENT.

- F. Quantities.** The quantities shown herein are either actual or are estimates as stated. Estimates are based, when possible, on actual usage during the most recent contract period, known DEPARTMENT program modifications and other factors that may influence total quantity used. Estimated quantities are not guaranteed, however, VENDOR shall furnish all requirements for the contract period whether more or less than the estimate.
- G. Orders.** If the nature of the supplies and/or services requires multiple orders, such orders against the CONTRACT will be made by the DEPARTMENT using an approved form as the need arises. Orders written through and including the last day of the CONTRACT shall be honored.
- H. Qualifications of Vendor and/or Vendor's staff (or others who would perform).** Failure by VENDOR to maintain the qualifications stated herein may result in bid rejection and/or contract termination.

VENDOR and/or VENDOR's staff must have and show the education, experience and technical ability necessary to perform the tasks described in this contract.

Specific Qualifications - The levels of education, experience and technical ability specified in the MANUAL shall be the minimum acceptable levels for consideration unless otherwise approved in advance by the DEPARTMENT. Appraisers and review appraisers must be licensed Certified General Appraisers in the State of Illinois, and must meet the qualifications as outlined in Section 2.01-5 of the MANUAL. Waiver valuation preparers need not be licensed Certified General Appraisers in the State of Illinois but must have sufficient qualifications pursuant to the Uniform Act (at 24.102) and be recommended by the highway district and approved by the Central Bureau of Land Acquisition for such work.

- I. Performance Security Bond.** Yes ☐ No ☒
- J. Subcontracting.** Allowed ☒ Not Allowed ☐
If subcontracting is permitted, subcontractors are subject to approval of the DEPARTMENT. The names of subcontractors must be shown.
- K. Joint Ventures.** Allowed ☒ Not Allowed ☐
The DEPARTMENT intends to contract with one entity per CONTRACT, and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the PARTIES to the joint venture must take full contractual responsibility for performance under the CONTRACT.

IV. PRICING/COMPENSATION

- A. Method and Rate of Compensation.**
See **Attachment B, Pricing/Compensation.**
- B. Maximum Compensation for Services.**
\$250,000
- C. Expenses.** All expenses are included in the Compensation described in IV.A and IV.B above.
- D. Payment Terms and Conditions** (including when paid, frequency and retainage). Please note that all services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within ninety (90) calendar days of the termination date.

Invoices shall be submitted on a monthly basis or upon completion of services to the following:

Agency: Illinois Department of Transportation
Office: Division of Highways, District 2
Attn: Jim Allen
Address: 819 Depot Avenue
Dixon, Illinois 61021-3500

Telephone: (815) 284-5372
Fax: (815) 284-5300
E-mail: allenjm@dot.il.gov

- E.** Tax Exemption. DEPARTMENT'S State of Illinois tax exemption number is E9986-2522-04. The Federal tax exemption certificate is available on request.

V. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

A. Standard Terms and Conditions.

1. **Term and Renewals.** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the DEPARTMENT. If the commencement of performance is delayed because the CONTRACT is not executed by the DEPARTMENT on the start date, the DEPARTMENT may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the VENDOR's option.
2. **Billing.**
 - a. VENDOR shall submit invoices to the address, on the schedule and with the detail required by the DEPARTMENT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.
 - b. VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the DEPARTMENT. The DEPARTMENT does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
 - c. By submitting an invoice, VENDOR certifies the supplies and/or services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**).
3. **Payment.**
 - a. Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
 - b. The DEPARTMENT shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect, is subject to the DEPARTMENT obtaining suitable financing.
 - c. The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the DEPARTMENT that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR's records as provided for in this CONTRACT.
 - d. Any CONTRACT or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - e. As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **Availability of Appropriations (30 ILCS 500/20-60).** DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are

sufficient. DEPARTMENT shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR's obligation to perform shall cease upon receipt of the notice.

5. **Consultation.** VENDOR shall keep the DEPARTMENT fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the DEPARTMENT the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **Performance Reviews.** The DEPARTMENT may conduct a post performance review of the VENDOR's performance under the CONTRACT. The VENDOR shall cooperate with the DEPARTMENT in this review, which may require that VENDOR provide records of its performance and billing. VENDOR shall provide any required information within 30 days of the DEPARTMENT's request. This post performance review may be used by any State agency in determining whether to enter other contractual relationships with the VENDOR.
7. **Audit/Retention Of Records (30 ILCS 500/20-65).** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the DEPARTMENT under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the DEPARTMENT, the Inspector General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **Schedule Of Work.** Any work performed on DEPARTMENT premises shall be done during the hours designated by the DEPARTMENT and shall in any event be performed so as to minimize inconvenience to the DEPARTMENT and its personnel and minimize interference with the DEPARTMENT's operations.
9. **Independent Contractor.** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the DEPARTMENT or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **Responsibility for Agents and Employees.** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR's duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the DEPARTMENT determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **Assignment and Subcontracting.**
 - a. VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without DEPARTMENT's prior written consent. In the event the DEPARTMENT consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such PARTIES to submit certifications and disclosures to DEPARTMENT for review and approval upon request.

- b. If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. DEPARTMENT shall have the option to accept a substitute or to terminate the CONTRACT.
- c. After notice, DEPARTMENT may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third party for financing purposes.

12. License. VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the DEPARTMENT, VENDOR may meet the license requirement through a subcontractor.

13. Maintenance Assurance.

- a. The DEPARTMENT reserves the right to maintain any equipment purchased under this CONTRACT using DEPARTMENT personnel or third-party maintainers. In such case, VENDOR shall provide the DEPARTMENT or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The DEPARTMENT reserves the right to return to VENDOR's maintenance following written certification by VENDOR that the equipment is eligible for VENDOR's maintenance. VENDOR's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR's maintenance shall apply. Exercise of these rights by the DEPARTMENT shall be without penalty or sanction by VENDOR.
- b. If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the DEPARTMENT at no cost adequate documentation and access to specialized or proprietary tools to allow the DEPARTMENT or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the DEPARTMENT.

14. Confidentiality and Use of Work Product.

- a. Any documents or information obtained by VENDOR from the DEPARTMENT in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the DEPARTMENT.
- b. Unless otherwise agreed to in writing, the following applies. Work product produced under this CONTRACT, including but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the DEPARTMENT, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the DEPARTMENT all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. DEPARTMENT shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the DEPARTMENT except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c. The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the DEPARTMENT in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the DEPARTMENT a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

15. Warranty.

- a. VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most

current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the DEPARTMENT to use the supplies and services being provided and that the DEPARTMENT may use same without suit, trouble or hindrance from VENDOR or third parties.

- b. VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the DEPARTMENT, immediately take all necessary actions to cure the breach.

16. Liability and Insurance.

- a. VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the DEPARTMENT, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the DEPARTMENT) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the DEPARTMENT's facility. VENDOR shall do nothing to prejudice the DEPARTMENT's right to recover against third parties for any loss, destruction, or damage to DEPARTMENT property, and shall at the DEPARTMENT's request and expense, furnish to the DEPARTMENT reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the DEPARTMENT in obtaining recovery.
- b. VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the DEPARTMENT from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the DEPARTMENT and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the DEPARTMENT. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c. VENDOR shall, without limitation, at its expense defend the DEPARTMENT against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the DEPARTMENT in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the DEPARTMENT's use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the DEPARTMENT the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the DEPARTMENT an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the DEPARTMENT may incur to acquire substitute supplies or services.
- d. DEPARTMENT assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The DEPARTMENT's liability for damages is expressly limited by and subject to the provisions of

- the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e. Neither party shall be liable for incidental, special or consequential damages.
17. **Tax Compliance.** VENDOR shall comply with applicable tax requirements and shall be current in payment of such taxes.
18. **Solicitation and Employment.** VENDOR shall not employ any person employed by the DEPARTMENT during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT's Director if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT's employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR's employees who apply to the DEPARTMENT for employment.
19. **Background Check.** The DEPARTMENT may conduct criminal and driver history background checks of VENDOR's officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at DEPARTMENT facilities. Any officer, employee or agent deemed unsuitable by the DEPARTMENT must be replaced immediately.
20. **Breach and Other for Cause Termination.** DEPARTMENT may terminate this CONTRACT without penalty to the DEPARTMENT or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the DEPARTMENT giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
21. **Force Majeure.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
22. **Antitrust Assignment.** VENDOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
23. **Non-Discrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the DEPARTMENT does not unlawfully discriminate in employment, contracts, or any other activity.
24. **Applicable Law.** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the DEPARTMENT arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The DEPARTMENT shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.
25. **Notices.** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to DEPARTMENT shall be sent to the executive head of the

DEPARTMENT at DEPARTMENT headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

26. **Entire Contract.** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.
27. **Contracting Authority.** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the DEPARTMENT. In those instances, CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.
28. **Amendments.** This CONTRACT may be amended during the initial term or during any renewal period upon written agreement by both PARTIES.
29. **Not a Joint Venture.** Nothing in this CONTRACT shall be construed as creating or constituting the relationship of a partnership, joint venture (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this CONTRACT.

B. Certifications. VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

1. **Legal Ability To Contract.** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
 - a. **Non-discrimination – Federal Requirements.** VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
 - b. **Default on Repayment of Educational Loan.** VENDOR is not in default on an educational loan (**5 ILCS 385/3**).
 - c. **Early Retirement.** VENDOR has informed the director of the DEPARTMENT in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
 - d. **Bribery.** VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
 - e. **Felony Conviction.** If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).

- f. **Sarbanes-Oxley Act.** If VENDOR, or any officer, director, partner, or other managerial agent of VENDOR, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. VENDOR further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State agency shall declare the contract void if this certification is false. **(30 ILCS 500/50-10.5).**
- g. **Delinquent Debt.** VENDOR and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR and its affiliates acknowledge the contracting state agency may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if VENDOR or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60).**
- h. **Illinois Use Tax.** Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- i. **Environmental Protection Act.** Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Department may declare the contract void **(30 ILCS 500/50-14).**
- j. **Inducements.** VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25).**
- k. **Revolving Door Prohibition.** VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30).**
- l. **Reporting Anti-competitive Practices.** VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50).**
- m. **Drug-free Workplace.** VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580).**
- n. **International Anti-boycott.** Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 **(30 ILCS 582).**
- o. **Bid-rigging.** VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4).**
- p. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105).**
- q. **Discriminatory Club Dues.** VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2).**
- r. **Forced Labor Act.** Vendor complies with the State Prohibition of Goods from Forced Labor Act and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307).**
- s. **Accountability for Tax Expenditures.** Vendor is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act **(PA 93-0552).**
- t. **Contract Addenda.** The Vendor certifies that all relevant addenda have been incorporated into this Contract. Failure to do so may cause the bid to be declared unacceptable.
- u. **Child Labor.** The Vendor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been

or will be produced in whole or part by the labor of any child under the age of 12 (**PA 94-0264**).

2. **Conflicts of Interest.** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the DEPARTMENT, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit VENDOR from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. VENDOR shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- a. the person intending to contract with the DEPARTMENT, their spouse or child:
 - (1) holds an elective office in Illinois;
 - (2) holds a seat in the Illinois General Assembly;
 - (3) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
 - b. the contract is with a firm, partnership, association or corporation in which a person referenced in item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
 - c. the contract is with a firm, partnership, association or corporation in which a person referenced in item (a) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

VI. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS

- A. **Publicity.** VENDOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT, nor shall the DEPARTMENT's name be used in any such advertisement or solicitation without prior written approval except as required by law.
- B. **Prevailing Wage.** VENDOR certifies that VENDOR is in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/4) and the Illinois Procurement Code (30 ILCS 500/25-60). If applicable, see attached Department of Labor rate sheet.
1. No bidder will be awarded a contract unless its employees are paid wages and benefits and are working under conditions prevalent in the location where the work is to be performed, in the following classifications:
 - (a) All work associated with the construction or repair of Public Works (e.g., State owned buildings, roads, bridges, airport facilities, etc.);
 - (b) Janitorial cleaning;
 - (c) Window cleaning;
 - (d) Security Guard services;
 - (e) Printing Services;
 - (f) Food services.
 2. Prevailing wages, rates, benefits, and conditions will be those in effect on the first date of the CONTRACT, provided that, if the rate changes during the course of the CONTRACT term and the amount of change is known before the execution of the CONTRACT, then the CONTRACT will vary in like amount. If the change cannot be determined in advance, the CONTRACT will be

changed by the amount of the change in wage rate, as specifically set forth and in accordance with the provisions of 44 Ill. Adm. Code. 1.2560.

3. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site **www.state.il.us.agency/idol/**.
- C. **Steel Procurement.** VENDOR certifies that steel products used or supplied in the performance of this CONTRACT or any subcontract thereto shall be manufactured or produced in the United States, if applicable.
- D. **Overtime.** All work performed by VENDOR at overtime rates shall be pre-approved by the DEPARTMENT.
- E. **License Agreements.** The VENDOR is responsible for making all necessary license agreements and/or permits for use of copyrighted materials to be used by and for the DEPARTMENT through this contract.

F. Requirements for Federally Funded Contracts.

1. **Standard Assurances.** The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.
2. **Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:
 - (a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 - (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (c) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. **Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

- (a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Vendor assures that it will submit the required information pertaining to its compliance with these requirements.
- (c) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (d) Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (e) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (f) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

- 4. **Control of Property.** VENDOR certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.
- 5. **Cost Principles.** The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.
- 6. **Debarment.** VENDOR shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. VENDOR certifies that to the best of its knowledge and belief, VENDOR and VENDOR's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective VENDOR to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective VENDOR shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Contract for cause. The VENDOR shall provide immediate written notice to the DEPARTMENT if at any time the VENDOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The VENDOR agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The VENDOR agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The VENDOR may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless VENDOR knows the certification is erroneous. VENDOR may decide the method and frequency by which it determines the eligibility of its principals. Each VENDOR may, but is not required to, check the Nonprocurement List. If a VENDOR knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a VENDOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. **Drug Free Workplace.** The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.
8. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the VENDOR assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The VENDOR assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The VENDOR'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the VENDOR, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the DEPARTMENT to the VENDOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.
9. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a

condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR Parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

10. Procurement Compliance Certification. The Vendor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Vendor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

11. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

(a) In accordance with section 5206(e) of TEA-21, 23 U.S.C. 502 note, the VENDOR assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note.

(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, Title V, Subtitle C, 23 U.S.C. 502 note, the VENDOR assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

12. Davis-Bacon Act. To the extent applicable, VENDOR will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

13. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Vendor certifies that it:

(a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(d) Will initiate and complete the work within the applicable project time periods;

(e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Section VI, paragraph F apply to the federally funded project. The VENDOR agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

G. Prompt Payment.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a VENDOR receives any payment from the DEPARTMENT, the VENDOR is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the VENDOR if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The DEPARTMENT will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the DEPARTMENT will not approve any

delay or postponement of the 15 day requirement. State law provides a remedy available to any subcontractor or material supplier who has not been paid for work properly performed or material furnished. This remedy is a lien against public funds set forth in the Mechanics Lien Act (770 ILCS 60/23(c))

H. Quality Assurance Program.

Quality Reviews. The VENDOR shall conduct quality reviews to make certain the VENDOR complies with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing, including compliance with DBE provisions.

Within 30 days after receiving award of a CONTRACT, the VENDOR shall furnish a Quality Assurance Plan to the DEPARTMENT for approval. The Quality Assurance Plan shall detail the procedures and evaluation criteria to assure conformance with the CONTRACT. The Quality Assurance Plan shall describe in narrative form the technical approach for accomplishing the work, depict the Vendor's project staffing chart, identify the role of each staff member and, depict the planned distribution of negotiation work to staff and each subcontractor employee. Unless specifically waived, no payment shall be made until the DEPARTMENT approves the VENDOR'S Quality Assurance Plan.

Significant changes to the work requirements may require the VENDOR to revise the Quality Assurance Plan. It shall be the responsibility of the VENDOR to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. **Organization.** A description is required of the VENDOR'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the CONTRACT. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. **Quality Reviews.** The VENDOR'S quality assurance methods used to monitor and assure compliance of his organization with the CONTRACT requirements for services and products shall be detailed.
3. **Quality Records.** The types of records, which will be generated and maintained by the VENDOR during the execution of his Quality Assurance Program, shall be outlined.

All of the requirements listed in Part VI apply to the CONTRACT. The VENDOR agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by the FTA or other federal funding sources.

VII. DEPARTMENT ATTACHMENTS

This Section of the CONTRACT contains additional attachments provided by the procuring DEPARTMENT.

☐ **No.**

☒ **Yes.** The below listed attachments are included and incorporated as part of this CONTRACT.

Attachment A – Scope of Services

Attachment B – Pricing/Compensation

Attachment C – Approved Subcontractors

VIII. VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material provided by the VENDOR, and any VENDOR exceptions to the CONTRACT requirements, must be noted by the VENDOR on this page and provided as part of this CONTRACT. We do not encourage taking exceptions. We have an extremely limited ability to grant exceptions, particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions, and depending on the exception, we may have to reject your proposal.

Additional Material (mark one)

- ☐ No other material included
- ☐ Other material included (describe below and attach additional pages if needed)

Exceptions (mark one).

- ☐ No exceptions
- ☐ Exceptions taken (describe below and attach additional pages if needed)

SCOPE OF SERVICES

It is the intent of this contract that the vendor perform all necessary services to prepare appraisals and/or review appraisals and/or provide relocation services for necessary properties required for completion of the highway construction projects. All services shall be performed in accordance with the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual, hereafter referred to as the Manual, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, which are incorporated herein by reference.

The Vendor agrees to perform the services as set forth herein as well as furnish and deliver to the Department final reports accompanied by all necessary documents needed for recordation or necessary for eminent domain proceedings covering said properties.

The following services will be required of the Vendor on various projects:

1. Appraisal of the whole property, when applicable, and the appraisal of right of way parcels and any acquired remainders.
2. Appraisal Review of right of way parcels and any acquired remainders.
3. Provide all necessary relocation assistance and advisory services and compute relocation benefits and payments for all eligible residential, business, farm operations and non-profit organization relocation units being displaced as a result of the highway construction project.
4. Maintenance of an approved Quality Assurance Program.
5. Appearance in court as an expert witness for Quick Take Hearings and eminent domain trials. (Provide expert witness testimony for litigation that may result from the acquisition services being provided.)
6. Preparation of timely, accurate parcel data information.
7. Establishment of a Project Manager who will be responsible for all land acquisition activities conducted under this contract for the projects specified. The Project Manager shall be the liaison between the Department and the Vendor and shall coordinate all activities of the Vendor including coordination of expert witness testimony for any condemnation proceedings.

Provisions for Work Orders

Work to be completed by the Vendor shall be assigned by the Department in a series of WORK ORDERS. The written authorization from the Department to the Vendor to proceed with the work for each separate project shall be covered by the WORK ORDER. WORK ORDERS shall be numbered consecutively and contain the following:

1. Location of the project.
2. Description of the work to be performed on the project.
3. Compensation for the work.
4. Submittal date of the work order.
5. Agreed completion date of the work.

Each work order shall be signed by either the Program Development Engineer or the Engineer of Land Acquisition in the District.

Compensation

Compensation for the work to be performed in a specific work order will be established by using the range of fees included in Attachment B, Pricing/Compensation. Consideration will be given to the complexity of the work assigned when determining compensation amounts. The range of fees for pay items may be exceeded if the demands of the Department for completion of the work, volume of work assigned or complexity of the work is extraordinary. The total amount of all work orders during the term of this contract shall not exceed \$250,000.00.

Completion Date

Completion dates for the work order will be determined at the time work is assigned. The Vendor shall commence work relative to each work order within 5 calendar days after receipt of an executed work order. The work shall be completed and delivered to the Department at the time prescribed in the work order.

Termination

The Department may terminate the work assigned in a particular work order at any time at its discretion by giving 7 days written notice. The Department shall pay the Vendor for services satisfactorily provided up to the time of termination.

Appraisal/Waiver Valuation

All appraisal work performed by the vendor must be in accordance with Chapter 2 of the Manual.

Except for waiver valuations, the vendor shall make a detailed inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports.

All appraisals shall be prepared using the forms and format outlined in section 2.02-1 of the Manual. Forms to be used are listed in Section 2.02-2 of the Manual.

All appraisals/waiver valuations shall be one of the following three types:

- Waiver Valuation as described in Section 2.02-2.
- Abbreviated Format using Form BRW 229 as described in Section 2.02-2
- Detailed Appraisal Format using Form BRW 742 as described in Section 2.02-2

The Exhibits portion of the Manual contains sample forms and instructions for completing these forms.

It shall be the vendor's responsibility, with the Department's concurrence, to determine which type of appraisal form should be used for each parcel.

All property needed shall be acquired in either fee simple, dedication, permanent easement, temporary use permit, or temporary easement as determined and shown on the right of way plan furnished by the Department.

Upon completion of the appraisal/waiver valuation, the vendor shall prepare, furnish and deliver four copies of the complete appraisal report covering each parcel for valuations of \$50,000 or greater, or for parcels with damages in excess of \$10,000 (excluding non-complex cost to cure items), and four copies of the complete valuation report covering each parcel for valuations or less than \$50,000.

It may be necessary for a completed appraisal to be updated for condemnation purposes or revised due to a change in the Plat of Highways. These updates or revisions will be assigned to the vendor in a separate work order as the need arises.

On parcels that require the acquisition of a residence, it may be necessary for the appraiser to perform an additional analysis to determine an allocated value for the residence and homesite as separate from the whole parcel to be acquired. This would be needed for relocation purposes. The cost for the additional appraisal analysis will be included in the unit price established in the work order for that appraisal.

The vendor shall prepare a comparable sales brochure in accordance with section 2.02-4 of the Manual for each project and as directed by the Department.

At the discretion of the DEPARTMENT, the VENDOR shall prepare "grids" that compare comparable sales to the subject parcel.

At the discretion of the DEPARTMENT, the VENDOR shall complete Form BRW 742-19, Comparable Sale Data, to include land and improvement allocations.

At the discretion of the DEPARTMENT, the VENDOR shall provide vacant land sales data for waiver valuations in order to validate land compensation estimates.

Each Waiver Valuation shall be paid for at the unit price each established in the work order for WAIVER VALUATION.

Each Abbreviated Format form BRW 229 shall be paid for at the unit price each established in the work order for APPRAISAL BRW 229.

Each Detailed Appraisal Format form BRW 742 shall be paid for at the unit price each established in the work order for APPRAISAL BRW 742.

Each Updated Appraisal or Revised Appraisal for either form BRW 229 or BRW 742 shall be paid for at the unit price each established in the work order for UPDATE OR REVISIONS TO APPRAISAL BRW 229 OR BRW 742.

Each Updated Waiver Valuation or Revised Waiver Valuation shall be paid for at the unit price each established in the work order for UPDATE OR REVISION TO WAIVER VALUATION.

It is understood that appearances in court and/or pretrial conferences, which include depositions, may be required for the appraisal services requested herein. It is agreed that such appearance or appearances shall be made upon request of the Department or its trial counsel. This work shall be paid for at the contract unit price for COURT APPEARANCE per hour of time in pre-trial conference and/or time spent in court.

Review Appraisals

All appraisal reviews performed by the vendor must be in accordance with Chapter 2 of the Manual. All appraisals prepared by the vendor must be reviewed by a reviewing appraiser. It is the reviewing appraiser's responsibility to insure that all items affecting the value of the property have been considered in the appraisal. A study of the comparable sales brochure is considered as part of the appraisal review. Waiver valuations do not require a review.

The vendor shall make sufficient inspection of the properties and make such investigations and studies as are necessary to derive sound conclusions to support the appraisal review.

The reviewing appraiser shall examine all appraisal reports in accordance with Section 2.03-6 of the Manual.

The reviewing appraiser must complete form BRW 316 (Right of Way Appraisal Review Certification) on all parcels except those that fall under the form of Appraisal Waiver.

It may be necessary for a completed appraisal review to be updated due to a change in the Plat of Highways. These updates or revisions will be assigned to the vendor in a separate work order as the need arises.

Each appraisal review shall be paid for at the contract unit price each for APPRAISAL REVIEW FOR BRW 229 OR APPRAISAL REVIEW FOR BRW 742.

Each updated appraisal review or revised appraisal review for either form BRW 229 or BRW 742 shall be paid for at the unit price each established in the work order for UPDATE OR REVISION TO APPRAISAL REVIEW BRW 229 or BRW 742.

It is understood that appearances in court and/or pretrial conferences, which include depositions, may be required for the review appraisal services requested herein. It is agreed that such appearance or appearances shall be made upon request of the Department or its trial counsel. This work shall be paid for at the contract unit price for COURT APPEARANCE per hour of time in pre-trial conference and/or time spent in court.

Relocation

All relocation work performed by the vendor must be in accordance with Chapter 6 in the Manual. The vendor shall submit all payment and supplement computations, housing of last resort recommendations, and payment documents to the Department for review and approval.

The vendor shall prepare a relocation plan for each project in accordance with Chapter 6 of the Manual. This relocation plan shall be approved by the Central Bureau of Land Acquisition prior to initiation of negotiations.

It may be necessary for a completed relocation plan to be supplemented due to a change in the Department's project. These supplements, or relocation plan addenda, will be assigned to the vendor in a separate work order as the need arises. Relocation plan addenda shall be approved by the Central Bureau of Land Acquisition prior to initiation of negotiations.

The vendor shall be required to provide relocation assistance, advisory services, and determine the amount of payments to be provided to a displaced person.

The vendor shall be required to personally contact the property owner or occupant at the onset of the relocation process, present the appropriate informational letter, and provide information about the relocation advisory assistance and payments that will be made available to them. The vendor is required to remain in continual personal contact with the displaced person throughout the relocation process to assist in their relocation. A log of each contact will be maintained as part of the Relocation Assistance Unit Record.

The vendor shall maintain an accurate and up-to-date file for each relocation unit, including moving expense records, replacement housing payment records, all relevant correspondence and the Relocation Assistance Unit Record. This file will be provided to the District upon completion of the relocation for that unit.

The vendor shall forward all written requests for review of disputed relocation claims to the district's Project Contact.

The vendor shall be paid at the contract unit price for RESIDENTIAL RELOCATION UNIT for each residential unit relocated. The vendor shall be paid at the contract unit price for COMMERCIAL RELOCATION UNIT for each commercial unit relocated.

The vendor shall be paid at the contract unit price for RELOCATION PLAN for each relocation plan. The vendor shall be paid at the contract unit price for RELOCATION PLAN ADDENDUM for each relocation plan addendum.

Completion Requirements

The Appraisal BRW 229 and Appraisal BRW 742, and an updated or revised appraisal, shall be deemed complete when an acceptable appraisal report is submitted by the Vendor and approved by the District Appraisal Manager.

The Waiver Valuation, and an updated or revised Waiver Valuation, shall be deemed complete when an acceptable Waiver Valuation report is submitted by the Vendor and approved by the District Appraisal Manager.

The Appraisal Review for BRW 229 and Appraisal Review for BRW 742, and an updated or revised appraisal review, shall be deemed complete when an acceptable Appraisal Review, update, or revision is submitted by the Vendor and approved by the District Appraisal Manager.

The Relocation Plan and Relocation Plan Addendum shall be deemed complete when an acceptable Relocation Plan or Relocation Plan Addendum is submitted by the Vendor and approved by the Central Bureau of Land Acquisition.

The Residential and Commercial Relocation activities shall be deemed complete when the subject property is vacated and able to be utilized for construction of the project, and the displaced person has received all payments.

Forms

Any forms referred to herein are subject to change by the Department. It is the Vendor's responsibility to ensure use of the approved appropriate form. The Vendor must maintain project status records using a format of the Department's Bureau of Land Acquisition LAS system. All necessary forms will be furnished by electronic means to the Vendor, but remain the property of the Department.

All computer records pertaining to the project must be backed up in a mutually agreeable format, and become the property of the Department at the completion of the project.

Non-Exclusive Contract

The Vendor acknowledges that this is a non-exclusive contract for the Land Acquisition Services needed for the Department's highway program and that the Department may be contracting with other providers of Land Acquisition Services as deemed necessary by the Department.

Information Provided By The Department

The Department will provide the following to the Vendor for use on the parcels assigned in the work order. These items will be provided prior to commencement of the work by the Vendor.

1. Plats of Highway and Revisions.
2. Initial Title Commitments and Searches which have been ordered prior to award of contract. Additional title commitments shall be forwarded to the Vendor, as they become available to the Department from the Department's title provider.
3. Forms.
4. Identification Letter.
5. Legal descriptions and corresponding Plats of Highway for all parcels required.
6. If available, a set of most recent plans.

Right of Way Plan Updates

Right of way plan updates typically occur when, during the course of the project, changes in parcel boundaries are necessary. These changes are usually due to either the addition of new parcels, or when a split-off has been discovered on an existing parcel. The district office will handle right of way plan updates. The updated plans will include any changes in area calculations of required right of way and/or remainders.

Right of Way Plan Revisions

Right of way plan revisions occur when a design change alters right of way requirements on any part of the project. Occasionally, acquisition negotiations may be facilitated by a change in the proposed taking. The Vendor will bring any revision requests to the attention of the Project Coordinator in the District Land Acquisition Section. If the proposed change appears to be appropriate, the request for the revision will be processed.

Errors in Right of Way Plans

If errors, discrepancies or omissions are discovered in the right of way plans during the appraisal or acquisition process, the Vendor shall immediately report the error to the Project Coordinator in the District Land Acquisition Section and acquisition activities on the affected parcel or parcels will cease until corrected information or further instruction is provided to the Vendor.

Subconsultants

The Department approves the use of the all subcontractors, as noted in Attachment C.

Any subcontractors not listed in Attachment C shall be approved in advance in writing by the Department before performing any work related to this contract.

PRICING/COMPENSATION

Please provide the unit price for each type of service and complete the reference information at the bottom of the page. Place the price proposal in a separate, sealed envelope in the proposal package.

Various Routes
District 2
Various Counties

	PAY ITEM	UNIT	MINIMUM AND MAXIMUM FEE UNIT PRICE	
			MIN	MAX
	APPRAISAL BRW 229	EACH	\$	\$
	APPRAISAL BRW 742	EACH	\$	\$
	WAIVER VALUATION	EACH	\$	\$
	UPDATE OR REVISION TO APPRAISAL BRW 229 OR BRW 742	EACH	\$	\$
	UPDATE OR REVISION TO WAIVER VALUATION	EACH	\$	\$
	APPRAISAL REVIEW FOR BRW 229	EACH	\$	\$
	APPRAISAL REVIEW FOR BRW 742	EACH	\$	\$
	UPDATE OR REVISION TO APPRAISAL REVIEW FOR BRW 229 OR BRW 742	EACH	\$	\$
	RELOCATION PLAN	EACH	\$	\$
	RELOCATION PLAN ADDENDUM	EACH	\$	\$
	RESIDENTIAL RELOCATION UNIT	EACH	\$	\$
	COMMERCIAL RELOCATION UNIT	EACH	\$	\$
	COURT APPEARANCE	HOURLY	\$	\$

SUBMITTED BY:

Vendor Name: _____

Project Title: DOT06-LAC-D2-02

SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.

VENDOR PRE-QUALIFICATION

General Pre-qualification.

This is information of general applicability and consists of the attached forms:

Business and Directory Information
References
Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Disclosures
Taxpayer Identification Number

The DEPARTMENT has retained General Pre-qualification forms previously submitted for land acquisition services contract proposals. VENDORS that have previously submitted these forms may sign the following certification statement indicating that the information previously submitted by the VENDOR is, as of the date of signature, current and accurate. VENDORS that have not previously submitted these forms must submit the above-listed and attached General Pre-qualification information. The certification must be signed and dated by a person who is authorized to execute contracts for VENDOR. Before signing this certification statement, the VENDOR should carefully review its prior submissions to ensure the certification statement is correct.

CERTIFICATION STATEMENT SUBMITTED BY AUTHORIZED REPRESENTATIVE:

I have determined that the General Prequalification forms previously submitted on _____ are current and accurate, and all forms are hereby incorporated by reference in this proposal. Any necessary additional forms or amendments to previously submitted forms are attached to this proposal.

(Vendor's Official Name)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PRE-QUALIFICATION information to the DEPARTMENT with the understanding DEPARTMENT will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR'S proposal to the DEPARTMENT.

Vendor (show official name and DBA)

Name: _____

DBA: _____

Address: _____

City, State, Zip _____

Phone/Fax: _____

E-mail: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Business and Directory Information

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Invoice Remittance Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone and fax).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form).
9. Length of time in business.
10. Annual Sales for most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

References

Provide references from established firms or government agencies (at least four, two of each type preferred) other than the procuring Department that can attest to your experience and ability to perform the contract subject of this bid.

1. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

2. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

3. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

4. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

5. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you are requested to complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) _____

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____
If "Yes," check each of the following that applies.

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
Illinois Department of Transportation _____
Other (identify below) _____

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No", will you make a commitment to contact BEP certified vendors and consider their proposals? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this project from BEP certified vendors? Yes _____ No _____

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified vendors you plan to use.

Disclosures

Financial Interests and Potential Conflicts of Interests

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or proposal.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares (Sections 2 and 3), use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period. **Sections 2 and 3 must be completed for each individual meeting the stated ownership or distributive income requirements.** Please make additional copies of these Sections as required.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information. This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, d.b.a. and parent):

(Name of vendor)_____

(d.b.a., if used)_____

(Name of any parent organization)_____

Address_____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Section I: 30 ILCS 500/50-13 - Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
 - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
 - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

☐

No Conflict of Interest

☐

Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual. (Use additional pages if required.)

Section 2: 30 ILCS 500/50-35 - Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- a. **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (____)
Ownership value exceeding \$90,414.60 (____)
Distributive Income Share exceeding 5% (____)
Distributive Income Share exceeding \$90,414.60 (____)

Name: _____

Address: _____

For each individual identified above, show:

the dollar value of the ownership interest: \$ _____

or

the proportionate share of the ownership interest: _____ %*

and

the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____ other (explain) _____

* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% _____ 1 up to 2% _____ 2 up to 3% _____ 3 up to 4% _____
4 up to 5% _____ and in additional 1% increments as appropriate _____ %

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____ %

- b. **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

- c. **Privately held corporations with more than 400 shareholders.** These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information _____.

Section 3: 30 ILCS 500/50-35 - Disclosure of Potential Conflicts of Interest.

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- | | | | |
|----|--|----------|---------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4"]. | Yes ____ | No ____ |
| b. | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes ____ | No ____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. | Yes ____ | No ____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes ____ | No ____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes ____ | No ____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |

Explanation of potential conflicts of interest:

Section 4: 30 ILCS 500/50-35 - Current and Pending Contracts and Proposals (bids and proposals)

- a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

- b. VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

Section 5: Current and Pending Contracts and Proposals with the Illinois Department of Transportation

- a. VENDOR shall identify each contract it has with the Illinois Department of Transportation, and each contract proposal it has pending with the Illinois Department of Transportation, by showing descriptive information, to include: purchase order or contract reference number, total contract price, estimated contract completion date, and estimated percentage of contract completion as of the proposal opening date as shown in the Instructions, Section 1.04. Attach additional pages as necessary. Show "none" if appropriate.

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

____ Individual

____ Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (non-corporate)

____ Corporation providing or
billing medical and /or
health care services

____ Pharmacy/Funeral Home/Cemetery (Corp.)

____ Corporation NOT providing
or billing medical and / or
health care services

____ Other _____

This form is to be affixed to the sealed envelope / container containing a

SEALED PROPOSAL

Illinois Department of Transportation

Division / Office:	Division of Highways
District / Bureau:	District 2
IDOT Reference No.:	DOT06-LAC-D2-02
Supplies / Services Requested:	Land Acquisition Services in Various Counties
Location of Proposal Opening:	2300 South Dirksen Parkway, Room 330, Attn: Cheryl Cathey
	Springfield, Illinois 62764
Date and Time of Opening:	Tuesday, December 20, 2005 at 1:00 p.m. Local Time

Submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the bid.

If mailed or delivery service is used, it must be enclosed in a second or outer envelope / container addressed to the bid submittal location specified in the instructions.

Bids must be received by the Department no later than the date, time, and location specified in the instructions.

**THIS ENVELOPE / CONTAINER IS TO BE OPENED AT
THE DATE, TIME AND LOCATION AS SPECIFIED IN THE
INSTRUCTIONS.**

FOR DEPARTMENT USE ONLY:

Date received: _____ Time received: _____

Location Received: _____

This form is to be affixed to the sealed envelope / container containing a

SEALED PRICE PROPOSAL

Illinois Department of Transportation

Division / Office:	Division of Highways
District / Bureau:	District 2
Dept. Reference No.:	DOT06-LAC-D2-02
Supplies / Services Requested:	Land Acquisition Services in Various Counties
Location of Bid / Proposal Opening:	2300 South Dirksen Parkway, Room 330, Attn: Cheryl Cathey
	Springfield, Illinois 62764
Date and Time of Opening:	Tuesday, December 20, 2005 at 1:00 p.m. Local Time

Submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the proposal, and include it within the overall proposal envelope.